502945156 08/21/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2991754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FIRST UNION NATIONAL BANK	04/26/2000

### **RECEIVING PARTY DATA**

Name:	PETER K. TRZYNA	
Street Address:	195 N. HARBOR DRIVE	
Internal Address:	#5403	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60601	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	7501582
Patent Number:	8278560
Patent Number:	8581105
Application Number:	14048592

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Email:** pkt-law@sbcglobal.net **Correspondent Name:** PETER K. TRZYNA, ESQ.

Address Line 1: P.O. BOX 7131

Address Line 4: CHICAGO, ILLINOIS 60680

ATTORNEY DOCKET NUMBER:	CONT. CIR. SECOND ASSIGN	
NAME OF SUBMITTER:	PETER K. TRZYNA, ESQ.	
SIGNATURE:	/PeterKTrzyna/	
DATE SIGNED:	08/21/2014	

## **Total Attachments: 5**

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502945156 PATENT REEL: 033584 FRAME: 0684

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> PATENT REEL: 033584 FRAME: 0685

I hereby certify that this correspondence is being filed by United States Postal Service as first class mail in an envelope with sufficient postage and addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231 on the date indicated below.

molicated below.

By: : (Signature of person mailing haper or fee)

PATENT

Paper No.

File No. ContCir-P97-1

### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors

Brian J. McDermott, Jr., Daniel McGowan,

Ralph Leo Spotts, and Sid Tryzbiak

Serial No.

08/905,619

Filed

August 1, 1997

For

IMPROVED CIRCUIT BOARD OR OTHER

MULTILAYER ELECTRICAL DEVICE MADE BY

FORMING TEETH TO JOIN LAYERS

**Group Art Unit** 

2831

Examiner

C.J. Arbes

The Commissioner of Patents and Trademarks Washington, D.C. 20231

#### **ASSIGNMENT OF INVENTION**

SIR:

WHEREAS, First Union National Bank (hereinafter, the "First Union"), a National Banking Association, has an office located at 800 North Magnolia Street, Orlando, Florida 32801, has an acknowledged right to the entire right, title, and interest in the subject matter described in the above-referenced patent application, including patent rights and any applications and patents related thereto or claiming priority therefrom, now or later filed; and

WHEREAS, Peter K. Trzyna, an individual having an address of 195

North Harbor Drive #5403, Chicago Illinois 60601 is a patent attorney and member of

PATENT REEL: 033584 FRAME: 0686 the Illinois bar;

1.

NOW THEREFORE, in consideration of the mutual convenants set forth below

and other valuable consideration, First Union and Peter K. Trzyna agree as follows:

First Union hereby sells, assigns, sets, over and transfers to Peter K.

Trzyna, his successor and assigns, the entire, right, title and interest in and to his patent

application Serial No. 08/905,619 filed August 1, 1997, and entitled "Improved Circuit

Board or Other Multilayer Electrical Devise by Forming Teeth to Join Layers" (the

"Patent Application"), including any and all inventions disclosed or described in the

Patent Application, said rights including the Patent Application itself, any and all United

States and foreign patents which may be granted pursuant thereto and any and all

United States and foreign applications, continuations in whole or in part, divisions,

renewals and substitutes thereof, as well as any reissues or reexamination patents

(collectively, "the Patent Rights"). First Union further authorizes and requests the

Commissioner of Patents and Trademarks of the United States issue all letters patent

for said invention or claiming priority from the Patent Application or other Patent Rights,

to Peter K. Trzyna, his successors and assigns, in accordance with the terms of this

Agreement.

2. Peter K. Trzyna agrees to prosecute the Patent Application to completion,

at his expense both for professional services and for any fees required.

3. Peter K. Trzyna will pay to First Union fifty percent (50%) of all revenues

paid to Peter K. Trzyna or his assigns or agents resulting from exercising or licensing

the Patent Rights, said revenues including all amounts paid to Peter K. Trzyna for

licensing, selling, or otherwise transferring the Patent Rights to any other party. Peter K.

Trzyna specifically grants and acknowledges a lien in favor of First Union in and to said

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PATENT REEL: 033584 FRAME: 0687 Fifty percent (50%) or revenues, to secure only such amounts as may be owed to First Union under this Agreement.

- 4. Peter K. Trzyna agrees to use his best efforts to complete prosecution of the Patent Application and obtain issuance of letters patent thereupon.
- 5. First Union covenants and warrants that (i) it has full right, power and authority to convey to Peter K. Trzyna all right, title and interest in the Patent Rights free and clear of all liens, claims and encumbrances, (ii) First Union has both the right and power to convey the Patent Rights to Peter K. Trzyna, free and clear of all liens, claims and encumbrances, (iii) the transfer contemplated hereunder will not violate any provision to Title II, United States Code, and (iv) the transactions contemplated hereunder do not conflict with or violate any order previously entered in a case captioned In Re: Microvia, Inc., Case No. 98-07862-681, United States Bankruptcy Court for the Middle District of Florida, Orlando Division, and First Union has not executed and will not execute any agreement in conflict with the foregoing convenants, representations and warranties.
- 6. First Union further convenants and warrants that it will communicate to Peter K. Trzyna, his successors, legal representatives and assigns any facts known respecting said invention and will, at the reasonable expense of Peter K. Trzyna, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths and generally do everything reasonable to aid Peter K. Trzyna, his successors, legal representatives and assigns to obtain and enforce said Patent Rights.
- 7. In the event that a court of competent jurisdiction finds, orders or otherwise adjudicates that a party other than First Union or Peter K. Trzyna holds a lien,

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claim or encumbrance in the Patent Rights, than such lien, claim or encumbrance shall be paid from the revenues allocated to First Union hereunder until satisfied. First Union releases its lien or these revenues to the extent of any such payments. First Union shall not be entitled to increase its share of the revenues allocated hereunder or to receive any "catch-up payments" or account of any such payments to a third party.

- 8. This document represents the entire agreement between the parties as to the terms and conditions of the assignment of Patent Rights, and may not be altered or amended except in a writing signed by both parties to this Agreement.
- 9. In the event any party breaches or otherwise fails to comply with his/its obligations hereunder, the non-breaching party shall be entitled to recover all reasonable costs ad attorneys' fees incurred in enforcing its rights under this Agreement.

FIRST UNTION NATIONAL BANK,

Date: 4/26/0V

L. ANTHONY HOLMES, S.U.P.

(Printed Full Name)

Subscribed and sworn to before me

this of ayou \_\_\_\_, 2000.

**Notary** 

PETER K. TRZYNA,

Date: 18 April 2000

Subscribed and sworn to before me this day of , 2000

*∕#t.//[[* Xotarv "OFFICIAL SEAL"
JEANETTE MCMANUS
Notary Public, State of Illinois
My Commission Exp. 07/29/2003